

UNITED STATES DISTRICT COURT

REGISTRY: New York Southern  
NUMBER: 07 CIV 9657

**Plaintiff:** GREAT AMERICAN ASSURANCE CO.

**Defendant:** FERNO AUSTRALIA PTY LTD

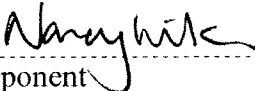
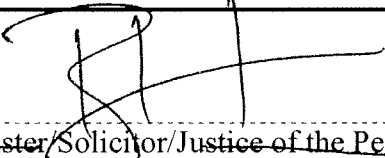
**AFFIDAVIT**

**NANCY MAE WILSON** of Level 18, 66 Eagle Street, Brisbane in the State of Queensland, Australia, solicitor, states on oath:

1. On Thursday, 17 January 2008, at 12:10pm, I duly served Scott Andrew West, a director of Ferno Australia Pty Ltd ACN 009 927 137, with the following documents:
  - (a) Civil cover sheet for United States District Court case number 07 CIV 9657 dated 10 October 2007
  - (b) Summons in a civil action for United States District Court case number 07 CIV 9657 dated 29 October 2007
  - (c) Rule 7.1 disclosure document for United States District Court case number 07 CIV 9657 dated 29 October 2007
2. Exhibited to this affidavit and marked 'NMW1', 'NMW2' and 'NMW3' respectively are true and correct copies of abovementioned documents.
3. The abovementioned documents were served personally on Scott Andrew West at the principal place of business of Ferno Australia Pty Ltd at 11 Johnstone Road, Brendale in the State of Queensland on 17 January 2008 at or about 12:10pm.

Page 1

Deponent

  
  
~~Barrister/Solicitor/Justice of the Peace/~~  
~~Commissioner for Declarations~~

**AFFIDAVIT**

Filed on behalf of the plaintiff  
Form 46 - R.431

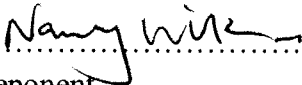
**Moray & Agnew**

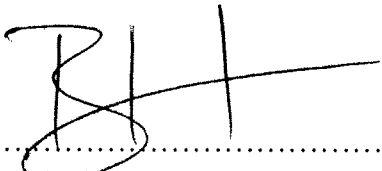
Solicitors  
Level 18, Central Plaza 2  
66 Eagle Street  
BRISBANE QLD 4000  
Telephone: +61 7 3221 3311  
Facsimile: +61 7 3221 9650  
Our ref: NMW:280201

4. I identified the person served by asking: 'Is your name Scott Andrew West?', to which he replied 'Yes'. I then asked: 'Are you a director of Ferno Australia Pty Ltd', to which he replied 'Yes'.
5. Exhibited to this affidavit and marked 'NMW4' is a true and correct copy of an Australian Securities and Investments Commission Current Extract for Ferno Australia Pty Ltd which names Scott Andrew West as a director.

All the facts and circumstances above deposed to are within my knowledge, save such as are deposed to from information only, and my means of knowledge and sources of information, appear on the face of this my affidavit.

SWORN by NANCY MAE WILSON )  
on 23 JANUARY 2008 )  
at Brisbane, Australia in the presence )  
of: )

  
.....  
Deponent

  
.....  
~~Barrister/Solicitor/Justice of the Peace/~~  
Commissioner for Declarations

UNITED STATES DISTRICT COURT

REGISTRY: New York Southern  
NUMBER: 07 CIV 9657

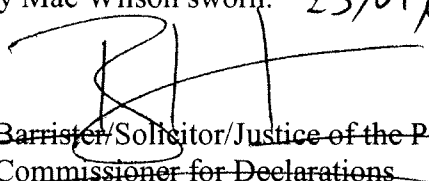
**Plaintiff:** GREAT AMERICAN ASSURANCE CO.

**Defendant:** FERNO AUSTRALIA PTY LTD

**CERTIFICATE OF EXHIBIT**

Exhibit 'NMW1' to the affidavit of Nancy Mae Wilson sworn: 23/01/08

*Nancy Wilson*  
Deponent

  
~~Barrister/Solicitor/Justice of the Peace/  
Commissioner for Declarations~~

---

**CERTIFICATE OF EXHIBIT**  
Filed on behalf of the plaintiff  
Form 47 – R.431

**Moray & Agnew**  
Solicitors  
Level 18, Central Plaza 2, 66 Eagle Street  
BRISBANE QLD 4000  
Telephone: +61 7 3221 3311  
Facsimile: +61 7 3221 9650  
Our ref: NMW:280201

JUDGE KARAS

'NMWI'

JD-44C/SDNY  
REV. 12/2005

CIVIL COVER SHEET

07 CTV

9657

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of indexing the civil docket sheet.

PLAINTIFFS

GREAT AMERICAN ASSURANCE, CO.,

DEFENDANTS

FERNO AUSTRALIA PTY LTD

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Anthony F. Tagliagambe, Esq.  
LONDON FISCHER LLP, 59 Maiden Lane, New York, NY  
10038 (212) 972-1000

ATTORNEYS (IF KNOWN)

OCT 31 2007

CAUSE OF ACTION

Diversity action brought under 28 U.S.C. Section 1332 seeking damages for the death of a horse caused by defendant's defective product.

Has this or a similar case been previously filed in SDNY at any time? No ☒ Yes? ☐ Judge Previously Assigned

If yes, was this case Vol ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date

&amp; Case No.

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

## ACTIONS UNDER STATUTES

CONTRACT	PERSONAL INJURY	PERSONAL INJURY	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 INSURANCE <input type="checkbox"/> 115 MARINE <input type="checkbox"/> 120 MILLER ACT <input type="checkbox"/> 140 NEGLIGENCE <input type="checkbox"/> INSTRUMENT <input type="checkbox"/> 150 RECOVERY OF <input type="checkbox"/> OVERPAYMENT & <input type="checkbox"/> ENCUMBRANCE OF <input type="checkbox"/> JUDGMENT <input type="checkbox"/> 160 MEDICARE ACT <input type="checkbox"/> 170 RECOVERY OF <input type="checkbox"/> DE FAULTED <input type="checkbox"/> STUDENT LOANS <input type="checkbox"/> (EXCL. V. TRANS) <input type="checkbox"/> 180 RECOVERY OF <input type="checkbox"/> OVERPAYMENT OF <input type="checkbox"/> VETERANS BENEFITS <input type="checkbox"/> 190 STOCKHOLDERS SUITS <input type="checkbox"/> 200 OTHER CONTRACT <input type="checkbox"/> 195 CONTRACT PRODUCT <input type="checkbox"/> LIABILITY <input type="checkbox"/> 210 FRANCHISE	<input type="checkbox"/> 310 AIRPLANE <input type="checkbox"/> 315 AIRPLANE PRODUCT <input type="checkbox"/> LIABILITY <input type="checkbox"/> 320 ASSAULT LIBEL & <input type="checkbox"/> SLANDER <input type="checkbox"/> 330 FEDERAL <input type="checkbox"/> EMPLOYERS' <input type="checkbox"/> LIABILITY <input type="checkbox"/> 340 MARINE <input type="checkbox"/> 345 MARINE PRODUCT <input type="checkbox"/> LIABILITY <input type="checkbox"/> 350 MOTOR VEHICLE <input type="checkbox"/> 355 MOTOR VEHICLE - <input type="checkbox"/> PRODUCT LIABILITY <input type="checkbox"/> 360 OTHER PERSONAL <input type="checkbox"/> INJURY	<input type="checkbox"/> 362 PERSONAL INJURY <input type="checkbox"/> MED. MALPRACTICE <input type="checkbox"/> 365 PERSONAL INJURY <input type="checkbox"/> PRODUCT LIABILITY <input type="checkbox"/> 368 ASBESTOS PERSONAL <input type="checkbox"/> INJURY PRODUCT <input type="checkbox"/> LIABILITY <input type="checkbox"/> 370 OTHER FRAUD <input type="checkbox"/> 371 TRUTH IN LENDING <input type="checkbox"/> 380 OTHER PERSONAL <input type="checkbox"/> PROPERTY DAMAGE <input checked="" type="checkbox"/> 385 PROPERTY DAMAGE <input type="checkbox"/> PRODUCT LIABILITY	<input type="checkbox"/> 610 AGRICULTURE <input type="checkbox"/> 620 FOOD & DRUG <input type="checkbox"/> 625 DRUG RELATED <input type="checkbox"/> SEIZURE OF <input type="checkbox"/> PROPERTY <input type="checkbox"/> 21 USC 881 <input type="checkbox"/> LIQUOR LAWS <input type="checkbox"/> 640 RR & TRUCK <input type="checkbox"/> 650 AIRLINE RLGS <input type="checkbox"/> OCCUPATIONAL <input type="checkbox"/> SAFETY/HEALTH <input type="checkbox"/> 690 OTHER	<input type="checkbox"/> 422 APPEAL <input type="checkbox"/> 28 USC 158 <input type="checkbox"/> 423 WITHDRAWAL <input type="checkbox"/> 28 USC 157	<input type="checkbox"/> 400 STATE <input type="checkbox"/> REAPPORTIONMENT <input type="checkbox"/> 410 ANTITRUST <input type="checkbox"/> 420 BANKS & BANKING <input type="checkbox"/> 430 COMMERCE/ICC <input type="checkbox"/> RATE/ETC <input type="checkbox"/> 460 DEPORTATION <input type="checkbox"/> 470 RACKETEER INFLU- <input type="checkbox"/> ENCED & CORRUPT <input type="checkbox"/> ORGANIZATION ACT <input type="checkbox"/> (RICO) <input type="checkbox"/> 480 CONSUMER CREDIT <input type="checkbox"/> 490 CABLE/SATELLITE TV <input type="checkbox"/> 810 SELECTIVE SERVICE <input type="checkbox"/> 850 SECURITIES/ <input type="checkbox"/> COMMODITIES/ <input type="checkbox"/> EXCHANGE <input type="checkbox"/> 875 CUSTOMER <input type="checkbox"/> CHALLENGE <input type="checkbox"/> 12 USC 3410 <input type="checkbox"/> 891 AGRICULTURE ACTS <input type="checkbox"/> 892 ECONOMIC <input type="checkbox"/> STABILIZATION ACT <input type="checkbox"/> 893 ENVIRONMENTAL <input type="checkbox"/> MATTERS <input type="checkbox"/> 894 ENERGY <input type="checkbox"/> ALLOCATION ACT <input type="checkbox"/> 395 FREEDOM OF <input type="checkbox"/> INFORMATION ACT <input type="checkbox"/> 900 APPEAL OF FEE <input type="checkbox"/> DETERMINATION <input type="checkbox"/> UNDER EQUAL ACCESS <input type="checkbox"/> TO JUSTICE <input type="checkbox"/> 950 CONSTITUTIONALITY <input type="checkbox"/> OF STATE STATUTES <input type="checkbox"/> 990 OTHER STATUTORY <input type="checkbox"/> ACTIONS
REAL PROPERTY	ACTIONS UNDER STATUTES	PRISONER PETITIONS	LABOR	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 LAND CONDEMNATION <input type="checkbox"/> 220 FLORE CLOSURE <input type="checkbox"/> 230 RENT HASTE & <input type="checkbox"/> EJECTMENT <input type="checkbox"/> 240 PORTS TO LAND <input type="checkbox"/> 250 TORT PRODUCT <input type="checkbox"/> LIABILITY <input type="checkbox"/> 260 SURETY <input type="checkbox"/> 270 REAL PROPERTY	<input type="checkbox"/> 441 VOTING <input type="checkbox"/> 442 EMPLOYMENT <input type="checkbox"/> 443 HOUSING <input type="checkbox"/> ACCOMMODATIONS <input type="checkbox"/> 444 WELFARE <input type="checkbox"/> 445 AMERICANS WITH <input type="checkbox"/> DISABILITIES <input type="checkbox"/> EMPLOYMENT <input type="checkbox"/> 446 AMERICANS WITH <input type="checkbox"/> DISABILITIES OTHER <input type="checkbox"/> EMPLOYMENT	<input type="checkbox"/> 510 MOTIONS TO <input type="checkbox"/> VACATE SENTENCE <input type="checkbox"/> 28 USC 2255 <input type="checkbox"/> 530 HABEAS CORPUS <input type="checkbox"/> 535 DEATH PENALTY <input type="checkbox"/> 540 MANDAMUS & OTHER <input type="checkbox"/> CIVIL RIGHTS <input type="checkbox"/> 545 PRISON CONDITION	<input type="checkbox"/> 710 FAIR LABOR <input type="checkbox"/> STANDARDS ACT <input type="checkbox"/> 720 LABOR/MGMT <input type="checkbox"/> RELATIONS <input type="checkbox"/> 730 LABOR/MGMT <input type="checkbox"/> REPORTING & <input type="checkbox"/> DISCLOSURE ACT <input type="checkbox"/> 740 RAILWAY LABOR ACT <input type="checkbox"/> 750 OTHER LABOR <input type="checkbox"/> LITIGATION <input type="checkbox"/> 791 EMPL RET INC <input type="checkbox"/> SECURITY ACT	<input type="checkbox"/> 861 MIA (1395FF) <input type="checkbox"/> 862 BLACK LUNG (923) <input type="checkbox"/> 863 DIWC (405(g)) <input type="checkbox"/> 864 DIWW (405(g)) <input type="checkbox"/> 864 SSID TITLE XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 TAXES <input type="checkbox"/> 871 IRS-THIRD PARTY <input type="checkbox"/> 20 USC 7609

Check box if this is a class action

Check IF THIS IS A CLASS ACTION  
ENTER HERE P. 13

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y.  
IF SO, STATE

DEMAND \$

OTHER

JUDGE

DOCKET NUMBER

Check YES only if accompanied by complaint  
P. 13 DEMAND ☒ YES ☐ NO

NOTE: Please submit at the time of filing an explanation of why cases are deemed related

CIT. REF. (108)

(PLACE AN x IN ONE BOX ONLY)

☒ 1 Original proceeding☐ 2a. Removed from State Court☐ 3 Remanded from Appellate Court

## ORIGIN

☐ 4 Reinstated or Reopened☐ 5 Transferred from (Specify District)☐ 6 Multidistrict Litigation☐ 7 Appeal to District Judge from Magistrate's Judgment☐ 2b. Removed from State Court

AND at least one party is a pro se litigant

(PLACE AN x IN ONE BOX ONLY)

☐ 1 U.S. PLAINTIFF☐ 2 U.S. DEFENDANT☐ 3 FEDERAL QUESTION (U.S. NOT A PARTY)

## BASIS OF JURISDICTION

☒ 4 DIVERSITY

IF DIVERSITY, INDICATE CITIZENSHIP BELOW. (28 USC 1332, 1441)

## CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

CITIZEN OF THIS STATE

PTF DEF  
[ ] [ ]

CITIZEN OR SUBJECT OF A FOREIGN COUNTRY

PTF DEF  
[ ] [X]

INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE

PTF DEF  
[X] [ ]

CITIZEN OF ANOTHER STATE

[ ] [ ]

INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE

[ ] [ ]

FOREIGN NATION

[ ] [ ]

## PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

Great American Assurance Equine  
Claims Center  
3200 S.W. 27th Avenue  
Ocala, Florida 34474

## DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

Ferno Australia PT. LTD.  
11 Johnstone Road  
Brendale QLD 4500  
Commonwealth of Australia

## DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

Check one: THIS ACTION SHOULD BE ASSIGNED TO:  
(DO NOT check either box if this is a PRISONER PETITION)☒ WHITE PLAINS☐ FOLEY SQUARE

DATE 10/30/07

SIGNATURE OF ATTORNEY OF RECORD



ADMITTED TO PRACTICE IN THIS DISTRICT

☐ NO☐ YES (DATE ADMITTED: Mo )

Attorney Bar Code #

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge

is so Designated.

Michael McMahon Clerk of Court by

Deputy Clerk, DATED

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)


UNITED STATES DISTRICT COURT

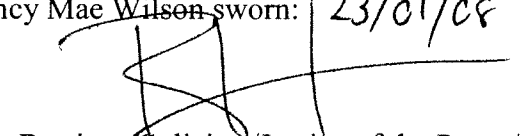
REGISTRY: New York Southern  
NUMBER: 07 CIV 9657

**Plaintiff:** GREAT AMERICAN ASSURANCE CO.  
**Defendant:** FERNO AUSTRALIA PTY LTD

**CERTIFICATE OF EXHIBIT**

Exhibit 'NMW2' to the affidavit of Nancy Mae Wilson sworn: 23/01/08

  
Deponent

  
~~Barrister/Solicitor/Justice of the Peace/~~  
~~Commissioner for Declarations~~

---

**CERTIFICATE OF EXHIBIT**  
Filed on behalf of the plaintiff  
Form 47 – R.431

**Moray & Agnew**  
Solicitors  
Level 18, Central Plaza 2, 66 Eagle Street  
BRISBANE QLD 4000  
Telephone: +61 7 3221 3311  
Facsimile: +61 7 3221 9650  
Our ref: NMW:280201

NMW2

U.S. District Court (Pex. 8/04) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

GREAT AMERICAN ASSURANCE CO.,

V.

SUMMONS IN A CIVIL ACTION

FERNO AUSTRALIA PTY. LTD.,

CASE NUMBER:

07 CIV 9657

JUDGE KARAS

TO: (Name and address of Defendant)

FERNO AUSTRALIA PTY. LTD.  
11 Johnstone Road  
Bredale QLD 4500  
Commonwealth of Australia

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

an answer to the complaint which is served on you with this summons, within twenty (20) days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. M. J. EL McMAHON

OCT 31 2007

DATE

FD-110 (Rev. 8/01) Summons in a Civil Action

**RETURN OF SERVICE**Service of the Summons and complaint was made by me<sup>(1)</sup>

DATE

NAME OF SERVER (PRINT)

TITLE

*Check one box below to indicate appropriate method of service*☐ Served personally upon the defendant. Place where served:☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein.

Name of person with whom the summons and complaint were left:

☐ Returned unexecuted:☐ Other (specify):**STATEMENT OF SERVICE FEES**

TRAVEL

SERVICES

**DECLARATION OF SERVER**

TOTAL \$0.00

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.

Executed on

Date

Signature of Server

Address of Server



Anthony F. Tagliagambe, Esq.  
LONDON FISCHER LLP  
*Attorneys for Plaintiff*  
GREAT AMERICAN ASSURANCE CO.  
59 Maiden Lane  
New York, New York 10038  
Phone: (212) 972-1000  
Fax: (212) 972-1030

07 CIV 9657

JUDGE KARAS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

----- X  
GREAT AMERICAN ASSURANCE CO.,

Plaintiff,

-against-

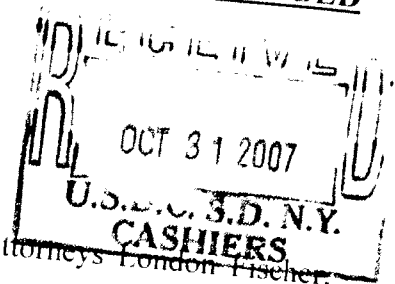
FERNO AUSTRALIA PTY. LTD.,

----- X  
Defendant.

07 CIV. \_\_\_\_\_

COMPLAINT

JURY TRIAL DEMANDED



Plaintiff Great American Assurance Co., through its attorneys London Fischer,

LLP, as and for its Complaint alleges the following:

**NATURE OF THE ACTION**

1. This is an action seeking money damages relating to the unfortunate death of a thoroughbred horse caused by defendant's defective product.
2. Defendant is a foreign manufacturer of, among other products, veterinary rehabilitation equipment. Defendant does substantial business in the United States and in New York State. In particular, defendant manufactures a product known as an "AquaPacer", which is an equine underwater treadmill system used to rehabilitate horses.
3. Plaintiff's subrogor brought her horse, Coco Chanel, to a farm in New Jersey after the horse suffered a minor ligament injury. She was brought to the farm to undergo

rehabilitation for the minor injury. Coco Chanel was placed in an AquaPacer. When the horse became agitated, she stopped walking on the treadmill and became wedged against a bar that is attached to the rear of the AquaPacer. Coco Chanel suffered major damage to her vertebral column. Eventually, the horse was humanely euthanized because of the severe injuries caused by the defective AquaPacer.

4. Plaintiff, as the subrogee of Coco Chanel's owner, now seeks to recover damages from defendant because the proximate cause of the horse's death was defendant's defective product. Defendant's AquaPacer was improperly designed, manufactured and/or labeled, making the product unreasonably dangerous for its intended and foreseeable uses.

#### **THE PARTIES**

5. Plaintiff Great American Assurance Co. ("Great American") is an Ohio corporation with its principal place of business at 580 Walnut Street, Cincinnati, Ohio. Great American is involved in the business of underwriting property and casualty insurance.

6. Upon information and belief, defendant Ferno Australia Pty. Ltd. ("Ferno") is an Australian corporation having its principal place of business at 11 Johnstone Road, Brendale QLD 4500, Commonwealth of Australia. Ferno touts itself as "a leading developer, manufacturer and global distributor of equipment designed to enhance the skills and performance level of its users." One of the areas in which Ferno provides products is veterinary rehabilitation and performance enhancement.

#### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332(b). Plaintiff is a citizen of the state of Ohio and defendant is a citizen or

subject of a foreign state, the Commonwealth of Australia. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

8. Venue is proper in this District pursuant to 28 U.S.C. 1391(a)(1) & (c), as Ferno "resides" in this District because it is subject to personal jurisdiction within the State of New York.

9. Ferno does and has been doing business in the State of New York on a continuous, permanent, and systematic basis. For example, Ferno has a sales representative, George Hunter, located in Chester, New York. Upon information and belief, the AquaPacer involved in the death of Coco Chanel was purchased through Mr. Hunter.

**THE RELATIONSHIP BETWEEN PLAINTIFF AND COCO CHANEL**

10. Great American provided equine casualty insurance to Tami Hoag under a policy numbered 6426242 (the "Policy"). One of the horses owned by Ms. Hoag, and, insured through Great American was Coco Chanel, a Rheinlander mare.

11. Great American's casualty policy with Tami Hoag provided for a limit of liability in the amount of \$600,000.

12. After Coco Chanel was euthanized, Tami Hoag made a claim with Great American under the Policy. Great American paid \$600,000 to Tami Hoag pursuant to the terms of the Policy for the death of Coco Chanel.

13. Under the terms of the Policy, and by operation of law, Great American is subrogated to the rights of Tami Hoag to the extent of \$600,000, in relation to the death of Coco Chanel.

**THE DEATH OF COCO CHANEL**

14. On or about June 11, 2007, Coco Chanel arrived at High Brass Farm's Equine Rehabilitation Facility located in Pittstown, New Jersey ("High Brass"). The horse had suffered a minor ligament injury and was sent to High Brass for rehabilitation.

15. On June 12, 2007, the horse was placed in High Brass' AquaPacer Underwater Treadmill System, a treadmill in water machine manufactured by defendant, and purchased by High Brass.

16. This was Coco Chanel's first time on the AquaPacer, and she became agitated and stopped moving while the machine continued to run.

17. As a result, Coco Chanel became pinned against a bar in the rear of the AquaPacer known as a "Butt Bar." Coco Chanel's back was pressed against the Butt Bar, which did not release. The horse remained pinned for a period of time and then collapsed. Coco Chanel was unable to rise. Eventually, she was taken off the AquaPacer, placed in a trailer and was taken to Mid-Atlantic Equine Medical Center, a veterinary hospital.

18. At Mid-Atlantic Medical Equine Center, Coco Chanel was diagnosed with acute hind limb paralysis. She was unable to stand.

19. The next day, June 13, 2007, Coco Chanel was still unable to stand and was in pain whenever the prescribed analgesic wore off. Based on the continued hind limb paralysis and agitation, humane euthanasia was recommended and performed the evening of June 13<sup>th</sup>.

20. A post-mortem evaluation confirmed that there was a luxation of the horse's vertebral column between the 17<sup>th</sup> and 18<sup>th</sup> thoracic vertebrae, with an associated extradural blood clot.

21. Coco Chanel's death was proximately caused by the defective AquaPacer manufactured by Ferno.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Negligence)**

22. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 21 as if fully set forth herein.

23. At all material times, Ferno was and is in the business of designing, manufacturing, labeling, packaging, advertising, marketing, selling and distributing veterinary rehabilitation equipment.

24. Ferno designed, manufactured, labeled, packaged, advertised, marketed, sold, distributed and placed upon the market the AquaPacer that was used by High Brass to rehabilitate Coco Chanel.

25. The AquaPacer, when it was purchased by High Brass, was intended to be used to rehabilitate horses.

26. The AquaPacer was defective in its design, manufacture and labeling such that when it left the control of Ferno or its agents, the AquaPacer was unsafe for its intended use.

27. The use and manner of use of the AquaPacer to rehabilitate Coco Chanel was reasonably foreseeable, and it was reasonably foreseeable that horse owners, veterinarians, equine rehabilitators, and other members of the general public would rely on the safety of the product and that the product was safe for its intended use.

28. Ferno owed a duty of care to all individuals, including Coco Chanel's owner, whose veterinarians and/or equine rehabilitators were likely to use or direct the use of the AquaPacer to rehabilitate their horses.

29. Ferno breached its duty to Coco Chanel's owner and was negligent in the manner set forth below.

30. The negligence of Ferno, which was a proximate cause of the death of Coco Chanel, and of the damages resulting from the harm inflicted on Coco Chanel, was comprised of:

- a. designing, manufacturing, assembling, labeling, packaging, distributing, and/or selling, or causing to be distributed or sold to members of the public, including Coco Chanel's rehabilitation farm, the AquaPacer which was defectively designed, manufactured, assembled, labeled and packaged;
- b. designing, manufacturing, assembling, labeling, packaging, distributing, and/or selling, or causing to be distributed or sold, to members of the public, including Coco Chanel's rehabilitation farm, the AquaPacer which Ferno knew or in the exercise of due care and diligence should have known was not suitable or safe for its intended or reasonably foreseeable purposes and/or was unreasonably dangerous to any horse, including Coco Chanel, that used the AquaPacer or reacted to the AquaPacer in a reasonably foreseeable manner;
- c. causing, allowing and permitting the AquaPacer and its appurtenances and parts to be unfit for the use it was intended in that the product lacked the necessary qualifications, safeguards, and warnings to make the product proper for the use for which it was intended;
- d. failing to warn members of the horse-owning community and equine rehabilitators, including Coco Chanel's owner and Brass Farms of the dangers of AquaPacer, that the AquaPacer was defectively designed, manufactured, assembled, labeled and/or packaged, when used in a reasonably foreseeable manner and under all reasonably foreseeable circumstances;
- e. failing to adhere to good manufacturing and design practices and adopt procedures appropriately designed to identify defects in the AquaPacer before sale and distribution;
- f. failing to discover and correct the above defects relating to the AquaPacer; and or

g. such other negligence as may be discovered by plaintiff during the course of discovery.

31. The subject AquaPacer was defective when it left the custody and control of Ferno.

32. As a proximate result of Ferno's negligence, Coco Chanel suffered severe injury and paralysis, necessitating her humane destruction.

33. As a proximate result of the humane destruction of Coco Chanel, which humane destruction was caused by the negligence of Ferno, Coco Chanel's owner suffered economic losses including the loss of the monetary value of the horse, amounts invested in the horse, the opportunity to breed and/or race the horse, and incurred veterinary and related expenses.

34. By reason of Ferno's negligence, plaintiff is entitled to a judgment in the amount of \$600,000, plus interest.

**AS AND FOR A SECOND CAUSE OF ACTION**  
(Breach of Implied Warranty and Fitness for Use)

35. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 34 as if fully set forth herein.

36. Ferno impliedly warranted to any potential, ultimate user, and/or owner of a horse who was placed in the product, that its AquaPacer was of merchantable quality, safe, suitable and fit for its intended use.

37. Ferno breached its implied warranties, because the subject AquaPacer was not of merchantable quality, was not safe, was not suitable and was not fit for its intended use, as evidenced by the death of Coco Chanel when the AquaPacer was being used for its intended purpose.

38. By reason of Ferno's breach of implied warranty, plaintiff is entitled to judgment in the amount of \$600,000, plus interest.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Strict Liability)**

39. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 38 as if fully set forth herein.

40. At all times herein, Ferno designed, manufactured, formulated, assembled, packaged and/or labeled and placed or caused to be placed in the general stream of commerce, a product, the AquaPacer, that was unreasonably dangerous to horses.

41. As a proximate result of Ferno's conduct, Coco Chanel's owner has sustained damages due to the death suffered by Coco Chanel.

42. As a proximate result of Ferno's conduct, Coco Chanel was caused to suffer and was humanely destroyed, and the owner lost the present and future use of the horse.

43. Ferno is strictly liable for the damages suffered by Coco Chanel's owner due to the defective designing, manufacturing, assembling, packaging and/or labeling of the AquaPacer, and for distributing and selling the defective AquaPacer.

44. By reason of Ferno's conduct, plaintiff is entitled to a judgment in the amount of \$600,000, plus interest.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(New Jersey Products Liability Act)**

45. Plaintiff repeats and realleges the allegations in Paragraphs 1 through 44 as if fully set forth herein.

46. Ferno is a manufacturer and or seller of a product, the AquaPacer, under the New Jersey Products Liability Act (the "Act"), N.J.S.A. 2A:58C-1, et seq.



47. The AquaPacer in which Coco Chanel was placed was not reasonably fit, suitable or safe for its intended purpose, because the subject AquaPacer:

- a) deviated from the design specifications formulae, or performance standards of the manufacturer or from otherwise identical units manufactured to the same manufacturing specifications or formulae; and/or
- b) failed to contain adequate warnings or instructions; and/or
- c) was designed in a defective manner.

48. The injuries suffered by and subsequent death of Coco Chanel was proximately caused by the defects of the subject AquaPacer.

49. By reason of defendant's conduct, plaintiff is entitled to a judgment under the Act in the amount of \$600,000, plus interest.

WHEREFORE, Plaintiff Great American Assurance Company is entitled to relief as follows:

1. On its First Cause of Action, an award of damages in the amount of \$600,000 plus interest;
2. On its Second Cause of Action, an award of damages in the amount of \$600,000, plus interest;
3. On its Third Cause of Action, an award of damages in the amount of \$600,000, plus interest;
4. On its Fourth Cause of Action, an award of damages in the amount of \$600,000, plus interest; and

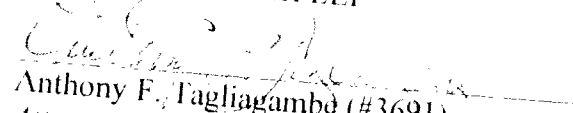
5. Granting plaintiff such other and further relief as this Court deems just and proper.

Dated: New York, New York  
October 29, 2007

Respectfully,

LONDON FISCHER LLP

By:

  
Anthony F. Tagliagambe (#3691)  
*Attorneys for Plaintiff*  
*Great American Assurance Company*

59 Maiden Lane  
New York, New York 10038

(212) 972-1000  
Fax: (212) 972-1030

TO:

FERNO AUSTRALIA PTY. LTD.  
11 Johnstone Road  
Brnedale QLD 4500  
Commonwealth of Australia

3365112 pleadings complaint

UNITED STATES DISTRICT COURT


REGISTRY: New York Southern  
NUMBER: 07 CIV 9657

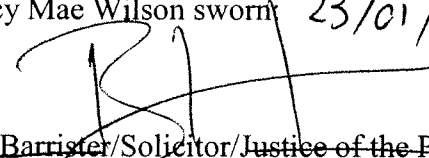
**Plaintiff:** GREAT AMERICAN ASSURANCE CO.

**Defendant:** FERNO AUSTRALIA PTY LTD

**CERTIFICATE OF EXHIBIT**

Exhibit 'NMW3' to the affidavit of Nancy Mae Wilson sworn 23/01/08

  
Deponent

  
~~Barrister/Solicitor/Justice of the Peace/  
Commissioner for Declarations~~

---

**CERTIFICATE OF EXHIBIT**  
Filed on behalf of the plaintiff  
Form 47 – R.431

**Moray & Agnew**  
Solicitors  
Level 18, Central Plaza 2, 66 Eagle Street  
BRISBANE QLD 4000  
Telephone: +61 7 3221 3311  
Facsimile: +61 7 3221 9650  
Our ref: NMW:280201

Anthony F. Tagliagambe, Esq.  
LONDON FISCHER LLP  
*Attorneys for Plaintiff*  
GREAT AMERICAN ASSURANCE, CO.  
59 Maiden Lane  
New York, New York 10038  
Phone: (212) 972-1000  
Fax: (212) 972-1030

07 CIV 9657  
JUDGE KARAS

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

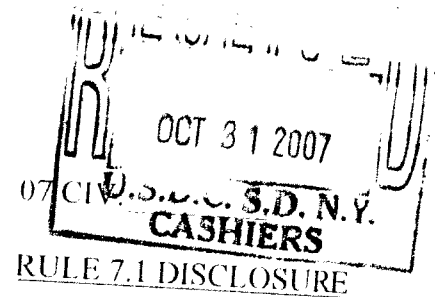
----- X  
GREAT AMERICAN ASSURANCE, CO.,

Plaintiff,

-against-

FERNO AUSTRALIA PTY. LTD.,

Defendant.  
----- X



Pursuant to Rule 9 of the General Rules of the Eastern District of New York and to enable Judges and Magistrates of the Court to evaluate possible disqualification or recusal, the undersigned attorneys or record for plaintiff, GREAT AMERICAN ASSURANCE, CO. certifies that the following are corporate parents, subsidiaries or affiliates of these parties: Outsourcing Services Group, Inc.

Dated: New York, New York  
October 29, 2007

Respectfully,

LONDON FISCHER LLP

By:

*[Signature]*  
Anthony F. Tagliagambe (73691)  
*Attorneys for Plaintiff*  
Great American Assurance Company  
59 Maiden Lane  
New York, New York 10038  
(212) 972-1000  
Fax: (212) 972-1030

TO:

FERNO AUSTRALIA PTY. LTD.  
11 Johnstone Road  
Brendale QLD 4500  
Commonwealth of Australia

K:\336112\Pleadings Rule-7 Federal.doc

UNITED STATES DISTRICT COURT

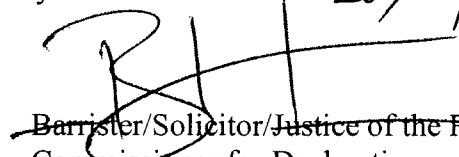
REGISTRY: New York Southern  
NUMBER: 07 CIV 9657

**Plaintiff:** GREAT AMERICAN ASSURANCE CO.  
**Defendant:** FERNO AUSTRALIA PTY LTD

**CERTIFICATE OF EXHIBIT**

Exhibit 'NMW4' to the affidavit of Nancy Mae Wilson sworn: 23/01/08

*Nancy Wilson*  
Deponent

  
~~Barrister/Solicitor/Justice of the Peace/  
Commissioner for Declarations~~

---

**CERTIFICATE OF EXHIBIT**  
Filed on behalf of the plaintiff  
Form 47 – R.431

**Moray & Agnew**  
Solicitors  
Level 18, Central Plaza 2, 66 Eagle Street  
BRISBANE QLD 4000  
Telephone: +61 7 3221 3311  
Facsimile: +61 7 3221 9650  
Our ref: NMW:280201

## Australian Securities & Investments Commission Current Extract for Organisation Number 009 927 137

This information was extracted from ASIC database on 17 January 2008 at 12:11PM

### Section 1274B

This extract has been prepared by the Australian Securities & Investments Commission from information it obtained, by using a data processor, from the national database. If you believe that this extract contains any error or omission please advise the A.S.I.C. promptly.

The Information Division of the Australian Securities & Investments Commission is certified under the Australian Quality Standard AS 3901 (International Standard ISO 9001).

009 927 137	<b>FERNO AUSTRALIA PTY LTD</b>	<b>DOCUMENT NO.</b>
ACN	: 009 927 137	
ABN	: 88 009 927 137	
Registered in	: Queensland	
Date registered	: 28-JUN-1974	
Review Date	: 28-JUN-2008	
Previous state number	: 74B01503P	

### Current Organisation Details

Name	: FERNO AUSTRALIA PTY LTD	002213091
Name Start	: 05-MAY-1992	
Status	: REGISTERED	
Type	: AUSTRALIAN PROPRIETARY COMPANY	
Class	: LIMITED BY SHARES	
Subclass	: PROPRIETARY COMPANY	
Disclosing Entity	: NO	

### Registered Office

Address	: C/- SKAINES REEVES & JONES, UNIT 3, 27 SOUTH PINE ROAD, BRENDAL, QLD 4500	1E0165141
Start Date	: 13-AUG-2004	

### Principal Place of Business

Address	: 11 JOHNSTONE ROAD, BRENDAL, QLD 4500	0E0160749
Start Date	: 30-JUN-1994	(AR 1994)

### Address for ASIC Company Communications

Address	: PO BOX 418, STRATHPINE, QLD 4500
Start Date	: 28-JUN-2003

### Director

Officer Name	: FERRIS, ALAN KEITH	0E4505603
ABN	: Not available	
Birth Details	: 23-SEP-1966 BRISBANE QLD	
Address	: 74 CONSTITUTION ROAD, WINDSOR, QLD 4030	
Appointment Date	: 16-MAY-2000	

Officer Name	: WEST, SCOTT ANDREW	0E4807154
ABN	: Not available	
Birth Details	: 30-DEC-1969 REDCLIFFE QLD	
Address	: 15 LIAW CLOSE, BOONDALL, QLD 4034	
Appointment Date	: 16-MAY-2000	

Officer Name : BOURGRAF, JOSEPH GEORGE 0E6521567  
ABN : Not available  
Birth Details : 13-NOV-1960 OHIO UNITED STATES  
Address : 7921 SOUTHERN PINES DRIVE, MAINEVILLE, OHIO UNITED STATES OF AMERICA  
Appointment Date : 26-NOV-2001

Officer Name : RIORDAN, PAUL 0E6521567  
ABN : Not available  
Birth Details : 19-JAN-1944 DAYTON OHIO UNITED STATES  
Address : 8250 KROGER FARM LANE, CINCINNATI, OHIO UNITED STATES OF AMERICA  
Appointment Date : 26-NOV-2001

Officer Name : HILES, GERALD 5E1783122  
ABN : Not available  
Birth Details : 15-JUN-1950 SPRINGFIELD OHIO UNITED STATES  
Address : N OHIO, 475 TODDS RIDGE ROAD WILMINGTO UNITED STATES  
Appointment Date : 26-NOV-2001

**Secretary**

Officer Name : WEST, SCOTT ANDREW 0E6671103  
ABN : Not available  
Birth Details : 30-DEC-1969 REDCLIFFE QLD  
Address : 15 LIAW CLOSE, BOONDALL, QLD 4034  
Appointment Date : 18-DEC-2001

**Appointed Auditor**

Officer Name : GRANT THORNTON 020201849  
Number : 024117879  
ABN : Not available  
Address : LEVEL 4 GRANT THORNTON HOUSE, 102 ADELAIDE STREET, BRISBANE, QLD 4000  
Appointment Date : 19-NOV-2002

**Current Issued Capital**

Type : Current 0E7742120  
Class : ORD1 (AR 2002)  
ORDINARY SHARES  
Number of Shares/Interests issued : 300  
Total amount paid/taken to be paid : 300.00  
Total amount due and payable : 0.00

Note: Information on this extract such as Share Structure, Members and Ultimate Holding Company is obtained from the Company Annual Return. Care should be taken when using this information as it may have changed since the most recent Annual Return was processed by ASIC. Care should also be taken when using the member information as only the top twenty members in each class are listed on the extract. If no member details are shown it may be that the company has only recently been registered and has not yet lodged its first Annual Return.

**Current Members**

Class : ORD1 0E7742120  
No. Held : 30 (AR 2002)  
Beneficially owned : NO Fully paid : YES



Name : LAYERPORT PTY. LTD.  
ACN : 010 871 173  
ABN : 97 010 871 173  
Address : 11 JOHNSTONE ROAD, BRENDAL, QLD 4500  
Joint holding: NO

Class : ORD1 0E7742120  
No. Held : 270 (AR 2002)  
Beneficially owned : YES Fully paid : YES

Name : FERNO-WASHINGTON, INC.  
ABN : Not available  
Address : FERNO WASHINGTON, INC, 70 WEIL WAY, WILLMINGTON OHIO UNITED STATES OF AMERICA  
Joint holding: NO

#### Charges

ASIC Charge Number : 262594 Pre-ASIC Charge Number : 15489  
Charge status : Registered  
Date registered : 27-JUN-1978 Time registered : Unknown  
Date Created : 06-JUN-1978

Chargee : BANK OF NEW SOUTH WALES  
: 021 365 168

Lodged	Form Type	Processed	No. Pages	
C1	C1		2	001151996
C1	NOTICE OF CHARGE			

ASIC Charge Number : 758758 Charge status : Registered  
Date registered : 24-JUL-2000 Time registered : 13:44  
Charge type : Both Fixed & Floating  
Date Created : 17-JUN-2000

Chargee : WESTPAC BANKING CORPORATION  
: 007 457 141

Lodged	Form Type	Processed	No. Pages	
24-JUL-2000	309	24-JUL-2000	29	016370193
309	NOTIFICATION OF			
309A	DETAILS OF A CHARGE			

ASIC Charge Number : 1089689 Charge status : Registered  
Date registered : 06-OCT-2004 Time registered : 11:14  
Charge type : Fixed  
Date Created : 27-SEP-2004

Chargee : WESTPAC BANKING CORPORATION  
: 007 457 141

Lodged	Form Type	Processed	No. Pages	
06-OCT-2004	309	06-OCT-2004	9	020765295
309	NOTIFICATION OF			
309A	DETAILS OF A CHARGE			

#### Document Details

Received	Form Type	Processed	No. Pages	Effective	
01-OCT-2007	484	01-OCT-2007	2	17-SEP-2007	5E1783122
484A1 Change to Company Details Change Officeholder Name Or Address					
02-APR-2007	388	03-MAY-2007	21	30-SEP-2006	023599547

388C	Financial Report	Financial Report - Supplementary - Company			
	Alters	023 454 757			
04-DEC-2006	388	03-MAY-2007	21	30-SEP-2006	023454757
	388H	Financial Report	Financial Report - Large Proprietary		(FR 2006)
		Company That Is Not a Disclosing Entity			(FR 2006)
		Altered by	023 599 547		(FR 2006)
13-FEB-2006	388	29-MAR-2006	19	30-SEP-2004	022806333
	388I	Financial Report	Financial Report - Small Proprietary		(FR 2004)
		Company That Is	Controlled By a Foreign Company		(FR 2004)
13-FEB-2006	388	05-APR-2006	19	30-SEP-2005	022806553
	388I	Financial Report	Financial Report - Small Proprietary		(FR 2005)
		Company That Is	Controlled By a Foreign Company		(FR 2005)
21-NOV-2005	483	25-NOV-2005	3	28-OCT-2005	022626301
	483	Company Compliance Statement (Response to Return Of			
		Particulars)			
06-AUG-2004	484	06-AUG-2004	2	19-JUL-2004	1E0165141
	484B	Change to Company Details	Change of Registered Address		
16-APR-2004	388	22-APR-2004	18	30-SEP-2003	020201849
	388	Financial Report			(FR 2003)
	388E	Company - Appoint	Change Name/address of Auditor		(FR 2003)
	388I	Financial Report - Small Proprietary	Company That Is		(FR 2003)
		Controlled By a Foreign Company			(FR 2003)
07-OCT-2002	316	17-OCT-2002	3	30-JUL-2002	0E7742120
	316L	Annual Return	Annual Return - Proprietary Company		(AR 2002)
20-DEC-2001	304	20-DEC-2001	1	18-DEC-2001	0E6671103
	304A	Notification of Change to Officeholders of Australian			
		Company			
30-NOV-2001	304	30-NOV-2001	1	26-NOV-2001	0E6521567
	304A	Notification of Change to Officeholders of Australian			
		Company			
23-NOV-2001	316	23-NOV-2001	3	08-OCT-2001	0E6479651
	316L	Annual Return	Annual Return - Proprietary Company		(AR 2001)
13-FEB-2001	304	13-FEB-2001	1	07-FEB-2001	0E5702299
	304C	Notification of Change of Name or Address of Officeholder			
30-JAN-2001	902	02-FEB-2001	1	30-JAN-2001	0E5579078
	902	Supplementary Document			
		Alters	0E5 376 656		
11-JAN-2001	316	02-FEB-2001	3	05-JAN-2001	0E5376656
	316L	Annual Return	Annual Return - Proprietary Company		(AR 2000)
		Altered by	0E5 579 078		(AR 2000)
07-SEP-2000	304	07-SEP-2000	1	24-AUG-2000	0E4807154
	304C	Notification of Change of Name or Address of Officeholder			
08-AUG-2000	304	08-AUG-2000	1	01-AUG-2000	0E4695483
	304C	Notification of Change of Name or Address of Officeholder			
05-JUL-2000	203	05-JUL-2000	1	22-JUN-2000	0E4586929
	203A	Notification of Change of Address			
29-MAY-2000	304	29-MAY-2000	1	16-MAY-2000	0E4505603

304A Notification of Change to Officeholders of Australian Company

31-JAN-2000	316	31-JAN-2000	3	31-JAN-2000	0E4189750
	316 Annual Return				(AR 1999)
	316P Change of Name or Address of Officeholder				(AR 1999)
	316L Annual Return - Proprietary Company				(AR 1999)
29-JUL-1998	316	29-JUL-1998	4	27-JUL-1998	0E2149588
	316L Annual Return Annual Return - Proprietary Company				(AR 1998)
29-JUL-1997	316	29-JUL-1997	4	28-JUL-1997	0E1268083
	316L Annual Return Annual Return - Proprietary Company				(AR 1997)
10-JAN-1997	316	10-JAN-1997	4	10-JAN-1997	0E0888818
	316L Annual Return Annual Return - Proprietary Company				(AR 1996)
22-MAR-1996	304	22-MAR-1996	1	27-FEB-1996	0E0448719
	304C Notification of Change of Name or Address of Officeholder				
25-JAN-1996	316	25-JAN-1996	4	30-DEC-1995	0E0376111
	316L Annual Return Annual Return - Proprietary Company				(AR 1995)
27-JAN-1995	316	14-FEB-1995	4	30-DEC-1994	0E0160749
	316 Annual Return				(AR 1994)
	316Q Resignation or Removal of Auditor				(AR 1994)
	316L Annual Return				(AR 1994)
19-JAN-1994	316	03-FEB-1994	4	31-DEC-1993	00992713D
	316L Annual Return Annual Return				(AR 1993)
11-JAN-1993	316	18-JAN-1993	4	31-DEC-1992	003804159
	316L Annual Return Annual Return				(AR 1992)
05-MAY-1992	245	06-MAY-1992	1	05-MAY-1992	002215903
	245 Certificate of Registration on Change of Name				
30-APR-1992	205	05-MAY-1992	1	27-APR-1992	002213091
	205A Notification of Resolution Changing Company Name				
02-MAR-1992	410	05-MAY-1992	1	02-MAR-1992	002192677
	410B Application For Reservation of a New Name Upon Change Of Name				
31-JAN-1992	304	24-FEB-1992	2	31-JAN-1992	002189704
	304B Notification of to Officeholders of Registered Body				
31-JAN-1992	304	24-FEB-1992	2	31-JAN-1992	002189709
	304B NOTIFICATION OF TO OFFICEHOLDERS OF REGISTERED BODY				
31-JAN-1992	316	25-MAR-1992	4	31-JAN-1992	00992713B
	316 ANNUAL RETURN				(AR 1991)
	316E CORRECTIONS				(AR 1991)
	316L ANNUAL RETURN				(AR 1991)
18-DEC-1990	316	31-JAN-1991	4	18-DEC-1990	0992713A
	316 ANNUAL RETURN				(AR 1990)
	316A CHANGE OF ADDRESS				(AR 1990)
	316B CHANGES FORM NOTIFYING CHANGE OF OFFICE HOURS				(AR 1990)
	316C CHANGE TO OFFICE HOLDERS				(AR 1990)
	316E CORRECTIONS				(AR 1990)

Pre-ASIC documents

State/Territory	Form Type	Received	Status
QLD	CAAKA3C	29-JAN-1987	NOFE
QLD	CCF066	29-JAN-1987	FP
QLD	CCF066	25-FEB-1988	FP
QLD	CCF066	23-JAN-1989	FP
QLD	CCF061	28-FEB-1989	FP
QLD	CCF015C	26-JUN-1989	NOFE
QLD	CCF055	30-NOV-1989	NOFE
QLD	CCF150	30-NOV-1989	NOFE
QLD	CCF066	05-JAN-1990	FP
QLD	CCF066	19-DEC-1990	FP

**Financial Reports**

Balance Date	Report Due Date	AGM Due Date	Extended AGM Due Date	AGM Held Date	O/Standing
30-SEP-2003	31-JAN-2004	Unknown	Unknown	Unknown	N
30-SEP-2004	28-FEB-2005	Unknown	Unknown	Unknown	N
30-SEP-2005	28-FEB-2006	Unknown	Unknown	Unknown	N
30-SEP-2006	28-FEB-2007	Unknown	Unknown	Unknown	N

\*\*\* End of Extract \*\*\*